



September 19, 2016

To Whom It May Concern:

The City of Sumter is soliciting **SEALED** bids for the items listed below. Please list the cost of each item separately. Delivery charges and taxes will also be listed separately. All bids ***MUST*** be received by the Purchasing Department on or before 2:00 PM on October 18, 2016 in the City of Sumter Opera House. **SEALED** Bids may be Mailed or Hand Delivered (BIDS WILL BE REJECTED IF RETURNED VIA FAX OR EMAIL).

***PLEASE SEE ATTACHMENT FOR QUANTITIES, DESCRIPTION, DETAILS AND SPECIFICATIONS.**

***ALL BIDS MUST SPECIFY PER UNIT COST WHEN SHOWN IN SPECIFICATIONS, IF APPLICABLE. DO NOT PROVIDE LUMP SUM ONLY IF YOU CAN PROVIDE UNIT COST.**

***THIS IS A SINGLE SOURCE BID. HAIX FIRE HERO XTREME BOOTS WILL BE THE ONLY BOOT ACCEPTED.**

Anyone wishing to mail or hand deliver bids should address the envelope as follows:

City of Sumter Opera House (City Hall)
Attn: Purchasing Department
21 N. Main Street
Sumter, SC 29151

ITB #8 – 16/17: HAIX Fire Hero Xtreme Safety Boots Only – NO Substitutions Accepted.

The bid ITB number and name must appear on the envelope. Please direct questions concerning specifications/items or to schedule an appointment for sizing to Ernie Dollard at 803-436-2600 or email: edollard@sumter-sc.com. If you have questions concerning the bid process, call Tony Butts or email tbutts@sumter-sc.com. The City reserves the right to reject any or all bids and to waive any technicalities in the best interest of the City.

Sincerely,

Anthony J. Butts, Jr. (Tony)
Purchasing Specialist
E-mail: tbutts@sumter-sc.com



CITY OF SUMTER BID FORM

City of Sumter, South Carolina, a Body Politic and Corporate and Political Subdivision of the State of SC
FORMAL INVITATION-TO-BID: # 8-16/17

NAME OF BID: HAIX FIRE HERO XTREME ONLY - NO SUBSTITUTIONS ACCEPTED.

BID MUST BE RECEIVED BY: Tuesday October 18, 2016 at 2:00pm at below address.

MAIL, OVERNIGHT OR HAND CARRY TO:

City of Sumter Opera House (City Hall)

Attention: Purchasing Dept

21 N. Main Street

Sumter, SC 29150

ITB #8 – 16/17: HAIX Fire Hero Xtreme Safety Boots Only – NO Substitutions Accepted.

Quantity Size/Description/Specs/Details

***PRICING WILL REMAIN VALID FOR 90 DAYS AFTER BID CLOSING DATE.**

***THIS IS A SINGLE SOURCE BID. HAIX FIRE HERO XTREME BOOTS WILL BE THE ONLY BOOT ACCEPTED.**

TOTAL MATERIAL COST FROM ATTACHMENT: \$ _____

DELIVERY / SHIPPING: \$ _____

8% SC SALES TAX: \$ _____

TOTAL BID PRICE: \$ _____

DELIVERY WILL BE MADE IN _____ DAYS AFTER RECEIPT OF PURCHASE ORDER

**Delivery To: Sumter Fire Department
129 E. Hampton Ave.
Sumter, SC 29150**

VENDOR NAME: _____

ADDRESS: _____

CITY-STATE-ZIP: _____

TELEPHONE NO: _____ FAX NO: _____

FEDERAL ID (TAX ID) NO: _____

AUTHORIZED SIGNATURE (WRITTEN): _____

AUTHORIZED SIGNATURE (TYPE/PRINT): _____ DATE: _____

ITB #8 – 16/17 HAIX Fire Hero Xtreme Safety Boot Only – NO Substitutions Accepted Page 2 of 7

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and verify that I am authorized to sign this bid for the offerer. I further state that the company affiliated with this bid currently complies with all applicable federal and state laws and directives relative to non-discriminatory practices in employment.

The Bidder, in compliance with your Invitation-To-Bid, and having examined the Project Documents, and being familiar with all of the conditions surrounding the proposed project, including the availability of materials, labor, and work site environmental conditions, hereby proposes to furnish all permits, labor, materials, supplies, and equipment and to perform the duties in accordance with the contract documents of which this Bid Form is a part.

The undersigned, as Bidder, hereby declares that he has read, understands, and accepts the Vendor Agreements which are part of the bid documents.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal(s) is, or are, named herein and that no other person has any interest in the Bid or in the contract to be entered into; that this Bid is made without connection with any other person, company or parties making a bid; and that is in all respects fair and in good faith without collusion or fraud.

The Bidder further proposes and agrees, if this Bid is accepted, to contract with City of Sumter, to furnish all permits, materials, equipment, tools, apparatus, means of transportation, and labor necessary hereto, and to complete the proposed project in full and complete accordance with the Project Documents, to the full and entire satisfaction of the Owner, at the prices listed in the Bid Schedule.

Names of equipment and material suppliers, proposed subcontractors and other information that maybe requested herein must be shown. My failure to do so may result in the rejection of this Bid.

The amounts listed on the Bid Schedule section of this Bid Form include all permits, labor, materials, tools, equipment, transportation, removal, overhead, profit, insurance, taxes, permits, and other costs both indirect and direct, etc., to complete the Project. The amounts listed on the Bid Schedule section of this Bid Form also include all costs associated with the compliance of all applicable State laws, local ordinances, and the rules and regulations of all authorities and professional association standards having jurisdiction over the project or the materials used throughout, and they will be deemed to be included in the contract the same as though herein written out in full. Unit prices and/or lump sums are shown in the Bid Schedule section below. In case of error in extension, the Unit Price shall govern rather than the Total Amount. Where Lump Sum Amounts are bid, the amount for each bid item shall govern rather than the total of any several items.

BID SECURITY – ALL BIDS \$25,000 AND OVER

Each Bid MUST be accompanied by cash, certified check of the bidder or a bid bond prepared on the Form of Bid Bond attached hereto, duly executed by the bidder as principal and having the surety thereon, a surety company approved by the Owner (City of Sumter), in the amount of 5% of the bid. Such cash, checks, or bid bonds will be returned to all EXCEPT the three lowest bidders within three business days after the opening of bids, and the remaining cash, checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has been made within 60 days after the date of the opening of the bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the undersigned,

_____ As Principal, and

_____ As Surety, are hereby

held and firmly bound unto the City of Sumter ("Owner") in the penal sum of

_____ for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this _____ day of _____, 20____. The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with BID) and shall furnish a BOND for his faithful performance of said contract, shall furnish a BOND for the payment of all persons performing labor or furnishing materials in connection therewith, shall provide proof of insurance as required by the contract documents, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the Owner may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal: _____ / Surety: _____

By: _____ (SEAL)

VENDOR AGREEMENTS – FORMAL INVITATIONS-TO-BID

Submittal of Sealed (Formal) Bids On the date set and at the time designated for the opening of the sealed bid, each prospective bidder is required to submit the bid deposit in the amount and form specified herein. Outside of envelope containing the sealed bid must be clearly marked: **Invitation-to Bid # X Bid Name**. Each prospective bidder is required to complete and execute the bid form attached in this Invitation to Bid, and all information and certifications called for thereon must be furnished. Bids submitted in any other manner or which fail to furnish all information or certifications required may be summarily rejected. Bids shall be filled out legibly with all erasures, strikeovers, and corrections initialed by the person signing the bid and the bid must be manually signed. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid.

City of Sumter reserves the right to obtain clarification or additional information necessary to properly evaluate a bid. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's bid. City of Sumter reserves the right to accept or reject any and all bids, in whole or in part, separately or together, with or without cause; to waive technicalities in submissions, to secure a project that is deemed to be in the best interest of the City. City of Sumter also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the City.

Each responder, by submitting a bid to the City of Sumter a result of this Invitation-to-Bid, agrees to and acknowledges its acceptance of and agreement with the procedures outlined herein and all terms, conditions and requirements of the applicable City of Sumter Bid documents. If a vendor cannot agree to these terms, or violates these procedures, the response will be judged non-responsive and not considered. If the procedures are violated during the evaluation process or prior to the issuance of a contract by the City of Sumter, the offer of the firm in question will be void and City of Sumter will procure the goods/services in question from other eligible vendors.

At the time of the opening of bids, each responder will be presumed to have read and to be thoroughly familiar with the Documents (including all addenda). The failure or omission of any responder to examine any form, instruction or document shall in no way relieve any responder from any obligation in respect to this Invitation-to-Bid.

Responses submitted are final and complete offers by the vendor. No additions, corrections, modifications, changes or interpretations will be allowed. In the event questions arise on what is meant by an offer, the Purchasing Manager will make a determination as to the city's interpretation of the vendor's offer. If, after informing the vendor of the city's opinion, disagreement as to scope of the offer is present, the offer will be declared VOID. City of Sumter reserves the right to award proposals received on the basis of individual items, groups of items, or the entire list of items; to reject any and all proposals; and to waive any technicalities. In every case, the City reserves the right to make awards deemed to be in the best interest of the City and to negotiate further the offer determined by the City to be in the best interest of the City. Unit prices will govern over extended prices. Prices must be stated per unit and extended for the total quantity. Sales, use, or excise tax, as well as any handling and shipping charges, must be shown as separate items. The Owner reserves the right to increase or decrease the amount of work under the Contract at the unit prices quoted in the bid received from the successful responder.

Responders must clearly mark as "Confidential" each part of their offer which they consider proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina, 1976 as amended (Freedom of Information Act). If any part is designated as "confidential", there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. City of Sumter reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against City of Sumter or its agents for its determination in this regard. Should any responder fail to perform or comply with any provision or terms and conditions of any documents referenced and made part hereof, City of Sumter may terminate this contract, in whole or in part, and may consider such failure or non compliance a breach/default of contract.

The City reserves the right to purchase any/all items or service in default on the open market. No additional responses will be considered from a firm in default until the default expenses are paid. No principals of a defaulting firm may submit a response under another organization or individual name until their previous default is settled.

Upon award of a contract or Purchase Order under this proposal, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina, which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful responder from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed proposal, the responder agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, to all matters and disputes arising or to arise under the contract and performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

RIGHT TO INCREASE OR DECREASE THE AMOUNT OF WORK: The Owner reserves the right to increase or decrease the amount of work under the Contract at the unit prices quoted in the bid received from the successful responder.

LAW AND REGULATIONS: The responder's attention is directed to the fact that all applicable Federal, State and Local laws, statutes, ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract and the project throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

OBLIGATION OF RESPONDER:

The Responder agrees to secure at Responder's own expense all personnel necessary to carry out Responder's obligations under this Bid. Such personnel shall not be deemed to be employees of the City nor shall they or any of them have or is deemed to have any direct contractual relationship with the City. The City shall not be responsible for withholding taxes with respect to the Responder's compensation hereunder. Responder shall not hold himself out as an employee of the City, and shall have no power or authority to bind or obligate the City in any manner, except the City shall make payment to Responder for services as herein provided. Responder shall obtain and maintain all licenses and permits required by law for performance of this contract by him. The Responder shall have no claim against the City hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind, State or Federal governments' benefits, including but not limited to Social Security, workmen's compensation, Employment Security, sales or use tax and any other taxes and licenses or insurance premiums required by law. The City shall pay no employee benefits or insurance premiums of any kind to or for the benefit of Responder or his employees, agents, and servants by reason of this contract. The Responder will carry liability insurance relative to any service that he performs for the City. A certificate of insurance must be submitted to the purchasing office prior to services performed, with the requested coverage and limits per the City, with City of Sumter listed as additional insured.

S.C. LAW CLAUSE: Upon award of a contract or Purchase Order under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina, which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful responder from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed proposal, the responder agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, to all matters and disputes arising or to arise under the contract and performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

ATTACHMENT:

<u>SIZE</u>	<u>WIDTH</u>	<u>QTY</u>	<u>PRICE (EA)</u>
7	M	1	
7.5	M	1	
8	W	1	
8.5	M	3	
9	M	5	
9.5	M	5	
10	M	3	
10	W	1	
10.5	M	9	
10.5	W	1	
11	M	6	
11	W	2	
12	M	5	
12	W	3	
12.5	W	1	
13	M	2	
14	M	1	

Pricing must be valid for any quantity ordered. Shipping and handling cost will be added separately. SC Sales Tax of 8% will be added to each purchase.

The vendor has the option to size each individual before submitting a bid, but that is optional. However, should it be determined by the City that the equipment is the incorrect size due to manufacturer's variations or any other variable, the vendor will assume full responsibility for return shipping as well as shipping the correct equipment/size via the most expedient method and all costs will be the vendor's responsibility.